

Local Agency	 <b>Illinois Department of Transportation</b> <b>Economic Development/TARP Agreement</b>	Construction
Section		C- Engineering P-

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

#### Location

Local Name \_\_\_\_\_ Route \_\_\_\_\_ Length \_\_\_\_\_

Number of TARP Eligible Intersections \_\_\_\_\_ Lane Miles \_\_\_\_\_

Termini \_\_\_\_\_

Current Jurisdiction \_\_\_\_\_

#### Project Description

#### Division of Cost

Type of Work	EDP (1)	%	TARP (2)	LA (3)	%	Total
Participating Construction	( )	( )	( )	( )	( )	
Non-Participating Construction	( )	( )	( )	( )	( )	
Preliminary Engineering	( )	( )	( )	( )	( )	
Construction Engineering	( )	( )	( )	( )	( )	
	( )	( )	( )	( )	( )	
	( )	( )	( )	( )	( )	
	( )	( )	( )	( )	( )	

TOTAL

#### Note

- 1/ The STATE will reimburse the LA for eligible EDP construction and engineering costs of the project subject to a maximum of \$ \_\_\_\_\_.
- 2/ 80,000 lb Truck Access Road Program -There is available a lump sum amount of \$ \_\_\_\_\_ to be applied solely to construction costs.
- 3/ Any remaining balance shall be the responsibility of the LA in the event EDP and TARP funds are not sufficient to cover the project costs.

The STATE will pay the LA, 95% of its share of the EDP construction costs upon the award of the construction contract and receipt of billing from the LA. The remaining 5% will be paid to the LA upon receipt of the final invoice.

Upon award of the project and request of payment from the LA, the STATE will pay the LA its share of the TARP funds.

The STATE will reimburse the LA for the STATE's share of the Preliminary and Construction Engineering on the basis of periodic billings provided said billings contain sufficient cost information and includes orders of payment by the LA.

## Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE as hereinafter specified.
6. This Agreement and the covenants contained herein shall be null and void in the event the initial contract covering the construction work contemplated herein is not awarded by .
7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Exhibit D. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of truck route signing is included in estimated cost of the PROJECT.
9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
11. LA has entered into an economic development agreement with                      herein referred to as the "Company". As required by Public Act 93-552, the LA agrees to annually submit to the STATE for a period of five complete calendar years from the execution of this Agreement, a progress report of employment hereto attached as Exhibit "B". The report shall be submitted to the STATE no later than January 15<sup>th</sup> of each year. The agreement between the LA and the Company delineating the reporting requirements and outlining funding call back provisions is attached as Exhibit "C".
12. It is mutually agreed that in the event of a default by the Company on their commitment to create and/or retain jobs, the STATE will seek reimbursement of the Economic Development funds provided for this PROJECT from the LA. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment (Exhibit "B") required in item 12 of this Agreement. Failure to submit the required employment report will be considered default on the Company's commitment.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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## EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

Exhibit B - Annual Employment Progress Report

Exhibit C - Local Agency/Company Agreement

Exhibit D – 80,000 lb Truck Access Resolution

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The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

### APPROVED

Name \_\_\_\_\_

Title \_\_\_\_\_  
County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

TIN Number \_\_\_\_\_

### APPROVED

State of Illinois  
Department of Transportation

By \_\_\_\_\_  
Director of Highways

Date \_\_\_\_\_

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

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